

# ATTORNEY GENERAL FISHER OFFERS SOUND ADVICE TO THOSE SHOPPING FOR HEARING AIDS

For individuals who have any type of hearing loss the promise of regaining the ability to understand a conversation with a loved one or to enjoy their favorite music can be a powerful inducement to purchase a hearing device. Hearing instruments on the market today often cost thousands of dollars. However, not all forms of hearing loss can be corrected with hearing aids. If you are considering a purchase of hearing aids or have already purchased hearing aids, it is important that you know the rights afforded you under Pennsylvania’s Hearing Aid Sales Registration Law.

- Get a medical examination before going for a hearing evaluation by a seller.
- Ask those you trust for a referral of a hearing aid seller.
- If your purchase involved a contact at home, remember you have three days to cancel and receive a full refund.
- Examine your Disclosure Agreement before any services are rendered to determine what fees, if any, you will be responsible for once the services begin.

Hearing aid sellers are required by law to advise you that before you purchase a hearing aid it is in your best interest to be examined by a licensed physician, otologist or otolaryngologist. Such an examination will ensure that there are no underlying illnesses or medical problems associated with your hearing loss. Don’t be fooled by salesmen who dismiss the need for a medical examination and indicate that they can perform a free hearing evaluation that will be just as good. If you are asked to waive a medical exam, seek a second opinion before you purchase a hearing aid. Once you sign a contract to purchase a hearing aid it is possible that you may be responsible for certain fees even if you later decide that you are not satisfied with the performance of the hearing aids.

If your physician suggests that hearing aids may be beneficial, ask friends or family members for the reference of a hearing aid seller. While some hearing aid sellers work exclusively from their offices others offer in-home hearing evaluations. If you enter into a contract for the purchase of a hearing aid as the result of a contact at home, you must be given a notice of cancellation advising you that you have an absolute right to cancel your contract within three business days and receive a full refund of any money you paid. If for any reason you have second thoughts about a hearing aid contract you entered into at a place other than the seller’s office, send the seller a written notice within three days advising him that you are canceling the contract.

Regardless of where the evaluation takes place the law requires that before any services are rendered sellers must provide you with a written Disclosure Agreement that explains what services will be performed and whether you will be responsible for any fees for the services. The Disclosure Agreement must also notify you that you have a 30-day money back guarantee (“trial period”) on hearing aids and accessories purchased less a cancellation fee of the lesser of 10% of the itemized purchase price of hearing aids and accessories or \$150. If prior to the evaluation the seller has properly disclosed the services to be performed and related fees, it is possible that you will have to pay the same even if you decide not to purchase hearing aids after an evaluation, or cancel your purchase within the “trial period.”

If you experience any problems in connection with a hearing aid purchase, act promptly in trying to address your concern with the seller. If you are unable to resolve the matter, contact Attorney General Mike Fisher’s Bureau of Consumer Protection for assistance.

**Consumer Protection Hotline - call Toll-Free  
1-800-441-2555**

“Bureau of Consumer Protection Newsletter”

is published by the Pennsylvania Office of Attorney General, Public Protection Division:

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BUREAU OF CONSUMER PROTECTION NEWSLETTER

October 2002

## OVER 1.6 MILLION REGISTERED ON FIRST “DO-NOT-CALL” LIST

Pennsylvania launched its statewide “Do-Not-Call” registration program on August 6, 2002, and in less than six weeks of registration more than 1.6 million Pennsylvanians placed their names on the “Do-Not-Call” list. Residents can register for the program through the [www.nocallsplease.com](http://www.nocallsplease.com) website or by calling the toll-free hotline at 1-888-777-3406. Demand to register for the program was so great that during the first week of registration, the [nocallsplease.com](http://www.nocallsplease.com) website peaked at more than 13,000 requests per second. To accommodate the high volume, additional web servers were added to the system.

The “Do-Not-Call” law provides a means by which consumers can avoid unwanted telephone solicitation calls by placing their name, telephone number and address on a list. Telemarketers selling goods or services to Pennsylvanians are required to purchase the list and are barred from contacting a consumer whose name appears on the list. Under the law, consumers may still receive calls from telemarketers calling at the express request of the consumer, where a business relationship exists within the past 12 months, or where calls are made on behalf of a charitable, veterans or political organization. The Attorney General’s Office entered into a contract with a non-profit organization to serve as Pennsylvania’s “Do-Not-Call” list administrator. The list administrator will compile the list from information received from the Attorney General’s Office. The deadline to register for the first edition of the list was September 15 and consumers who registered by that date should see a reduction in telemarketing calls after November 1. Consumers may file complaints regarding any telemarketing solicitation calls received after this date with the Bureau of Consumer Protection for investigation.

*“Today, Pennsylvanians have the power to hang a ‘do-not-disturb’ sign on their telephones and reclaim a piece of their privacy that has been relentlessly invaded by telemarketers,” Fisher said. “My job as Attorney General will be to enforce this law and take action against any telemarketing company that fails to comply with a Pennsylvanian’s newly obtained right not to be bothered at home.”*

### “DO-NOT-CALL” FACTS:

- (1) Inclusion on the “Do-Not-Call” list is free for all residents of Pennsylvania.
- (2) Once enrolled, your phone number will remain on the “Do-Not-Call” list for 5 years.
- (3) If you change phone numbers, you will need to add your new number to the “Do-Not-Call” list.
- (4) The law prohibits telemarketers from using the “Do-Not-Call” list for any purposes other than restricting calls.

To register, please visit [www.nocallsplease.com](http://www.nocallsplease.com) or call toll-free 1-888-777-3406.



# SIGNIFICANT CASES

## Suit Alleging Elaborate Home Sales and Finance Scheme Filed

A 10-count lawsuit was filed in Commonwealth Court accusing fourteen defendants of participating in an elaborate home sales and finance scheme designed to entice and intentionally deceive New York and New Jersey residents into buying and building in the Poconos at inflated prices. The suit seeks nearly \$3.4 million in consumer restitution, \$465,000 in civil penalties, \$50,000 in costs and a permanent injunction barring the defendants from conducting business in Pennsylvania until all amounts are paid in full. The Commonwealth received complaints from 65 consumers who were allegedly defrauded in a land/home scheme where organizers conspired to inflate the selling prices and appraisals above market value to make money.

Contact DAG Jim Sysko, (570) 963-4913

*“Our investigation revealed that the defendants targeted a specific group of consumers who were financially vulnerable and overly anxious to experience the “Great American Dream” of home ownership which the defendants falsely assured them they could afford.”*

- Attorney General Mike Fisher

## Front Row Tickets, Inc.

On May 8<sup>th</sup>, a Consent Agreement was entered into with this Ohio-based ticket sales company and its president resolving a 2001 legal action alleging that the defendants resold entertainment or sporting event tickets to consumers at rates beyond what is allowed under Pennsylvania law. The defendants were also accused of selling tickets without proper licensing and engaging in telemarketing activities without registering with the Attorney General’s Office. The consent agreement requires the defendants to reimburse eligible consumers for the amount of money illegally charged for tickets, to comply with a permanent injunction to cease advertising, soliciting and/or selling tickets in violation of Pennsylvania law and to pay \$15,000 in civil penalties and costs.

Contact DAG Barry Creany, (814) 471-1831

## Friendly Folks Tours & Travel, Inc.

A legal action was filed against this travel business and its operators after receiving complaints from consumers. The action alleges that the defendants failed to return nearly \$81,000 to consumers for trips, tours and accommodations that were canceled because the trips were never booked or the travel services to hold the reservations were never paid for by the defendants. In addition, it is alleged that the defendants failed to honor their cancellation policy. The legal action accuses the defendants of violating the Consumer Protection Law and seeks consumer restitution, civil penalties, investigation costs and a permanent injunction barring further violations of the law.

Contact DAG Marcia Telek-DePaula, (412) 565-5135

## National Mortgage Lender to Return Nearly \$221,000 to Consumers

An Assurance of Voluntary Compliance was entered into with Home American Credit, Inc., d/b/a Upland Mortgage to settle allegations that the company charged an “Attorney Review Fee” without providing actual legal services. Under the terms of the assurance the company agreed to pay \$50,000 for investigation costs and/or future public protection purposes and to comply with the Consumer Protection Law.

Contact DAG John Abel, (215) 560-2414

## Suit Filed in Funeral Services Investigation

A legal action was filed against four defendants alleging violations of Pennsylvania’s Consumer Protection Law, Fictitious Names Act and Future Interment Law. The action followed an investigation into a prepaid funeral service plan that failed to place consumers’ payments in trust accounts at banking institutions as required by law, and by failing to provide consumers with their purchased goods and/or services. The lawsuit seeks more than \$75,000 in consumer restitution. Further, the Commonwealth is asking that Defendant Ruth Thornquest be required to pay civil penalties and costs and forfeit her right to conduct business as a seller of funeral goods or services in Pennsylvania.

Contact DAG Lawrence Nydes, (412) 565-5135

## Debt Collector to Stop Threats

An Assurance of Voluntary Compliance was entered into with South Carolina-based Daniel Trust Company for allegedly mailing letters to PA consumers representing that a warrant would be issued for the arrest of consumers who failed to pay their outstanding debts. In addition, the company’s letterhead gave consumers the impression that the correspondence was from either a government agency or a court. Under the agreement the company paid \$5,000 in civil penalties and \$2,500 in costs of investigation.

Contact DAG Mozelle Daniels, (215) 560-2414

## United States Senior Association (USSA)

An Assurance of Voluntary Compliance was reached with this Illinois-based company to resolve alleged violations of the Consumer Protection Law and the Judicial Code Provisions Dealing with the Unauthorized Practice of Law. The company was accused of falsely claiming that its legal advice and estate planning services to consumers were provided by licensed attorneys. This agreement provides for injunctive relief, consumer restitution, civil penalties and costs of investigation.

Contact DAG Lawrence Nydes, (412) 565-5135

## Door-to-Door Solicitor Settles

An Assurance of Voluntary Compliance was reached with Pittsco Food, Inc., d/b/a Elite Foods and its president for allegedly violating Pennsylvania’s Unfair Trade Practices and Consumer Protection Law by subjecting consumers to high-pressure sales tactics in their business of selling various meat and seafood products door-to-door. Consumers reported that the company urged them to make an on the spot decision to purchase the products and accept them the very same day. Under the terms of the agreement, the business and its president admit no wrongdoing and are required to provide refunds to any consumers who wish to cancel their contracts, including those who failed to receive a notice of cancellation. In addition, the agreement provides for the payment of \$3,000 in civil penalties and investigation costs and requires compliance with the law in the future.

Contact DAG Barry Creany, (814) 471-1831

## Service Station Settles

A Consent Petition was filed with the Commonwealth Court resolving allegations that William J. Hudzinski, d/b/a Bill’s Tire & Auto Center and Bill’s Garage sold Firestone recalled tires to consumers in violation of the Consumer Protection Law. In addition to consumer restitution, civil penalties and costs, the terms of the settlement enjoin the defendant from violating the Consumer Protection Law and requires him to respond to all future complaints within 5 business days.

Contact DAG Thomas Blessington, (215) 560-2414

## Agreement Reached with Philadelphia-Based Hearing Aid Company

A Consent Agreement resolving a December 2000 lawsuit was reached with Tru-Tone Hearing Aid Centers, Inc. and its Chief Executive Officer. The suit accused the defendants of violating the Consumer Protection Law and Hearing Aid Sales Registration Law by selling hearing aids and providing fitting services without complying with the specific requirements that apply to all registered hearing aid dealers and fitters in Pennsylvania. Prior to entering into this agreement, the defendants satisfied more than 35 consumer complaints. This agreement requires the defendants to:

- Issue refunds to consumers if they are unable to properly adjust the devices to suit the consumers’ hearing needs within a reasonable time;
- Respond to consumer complaints within three business days of receipt;
- Properly inform consumers that an examination or representation made by a registered hearing aid dealer or fitter is not a medical opinion, examination, diagnosis or prescription by a licensed medical doctor;
- Pay \$15,000 in civil penalties and costs of investigation; and,
- Comply with all aspects of the Consumer Protection Law and Hearing Aid Sales Registration Law.

Contact DAG Thomas Blessington, (215) 560-2414

*“The law is very clear about solicitations for products or services at your home,” Fisher said. “Every consumer must be told in person and handed a copy of a notice of cancellation explaining the buyer’s right to cancel a contract within three business days. The law is designed as a cooling off period to provide consumers an opportunity to reflect on a purchasing decision that could have been made in haste.”*